



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPE, MND, SS, FF

Introduction and Preliminary Matter

This hearing dealt with the landlord's application for dispute resolution under the Residential Tenancy Act (the "Act") seeking a monetary order for alleged damage to the rental unit, for an order of possession for the rental unit, an order for substituted service of documents other than by the methods permitted under the legislation, and for recovery of the filing fee.

The landlord appeared; the tenants did not appear.

The landlord submitted no evidence that the tenants were served with her Application for Dispute Resolution and Notice of Hearing in accordance with section 89 of the Act as required, or in any other method.

Additionally, the landlord's application contained the name of one tenant and a first name of the other tenant, and was not corrected.

Further the landlord's application requested monetary compensation of \$2000; however, the landlord did not provide a separate itemized listing or an explanation of the monetary claim as required by the Act; rather she provided in a separate evidentiary submission numerous, unnumbered documents, which included receipts, meant to support her claim.

Analysis and Conclusion

The landlord was advised that her application for dispute resolution requesting monetary compensation was being refused, pursuant to section 59 (5)(a) of the *Residential Tenancy Act*, because her application did not provide sufficient particulars of her claim for compensation, as is required by section 59(2)(b) of the *Act*.

I find that proceeding with the landlord's monetary claim at this hearing would be prejudicial to the respondents, as the absence of particulars makes it difficult, if not impossible, for each party to adequately prepare a response to the claims.

Additionally, I would still make the same decision to dismiss the landlord's application as the landlord failed to properly name both tenants separately, and there was no evidence that the landlord served the tenants with her application for dispute resolution and Notice of Hearing, as required by section 89 of the Act.

Conclusion

I therefore refuse the landlord's application for dispute resolution.

The landlord is granted leave to reapply for dispute resolution.

I make no findings on the merits of the landlord's application for dispute resolution. Leave to reapply is not an extension of any applicable limitation period.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act* and is being mailed to both the landlord and the tenants.

Dated: November 19, 2013

Residential Tenancy Branch

